

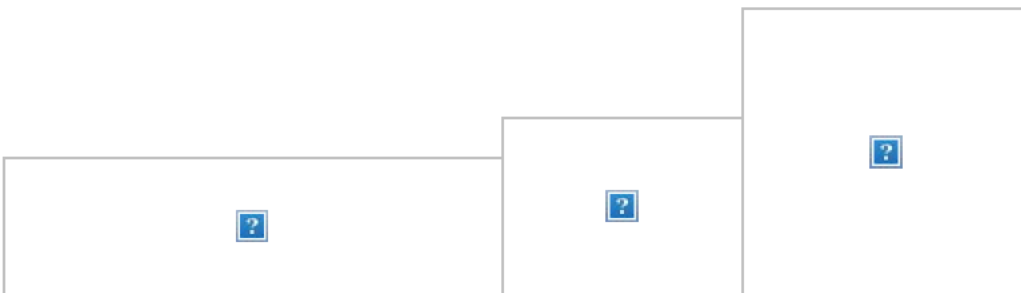
ATTACHMENT

From: [REDACTED]
To: [REDACTED]
Cc: [NFL Concussion Norming](#)
Subject: RE: IMPORTANT: Notice of Elimination of Race as a Consideration in the Assessment of Neuropsychological Test Results
Date: Tuesday, January 4, 2022 12:46:11 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

[REDACTED]

From: [REDACTED]
Sent: Tuesday, January 4, 2022 11:56 AM
To: [REDACTED]
Subject: Re: IMPORTANT: Notice of Elimination of Race as a Consideration in the Assessment of Neuropsychological Test Results
What will be the procedure to have previously denied claims reevaluated?

[REDACTED]



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***** Please note that I have NOT expressly designated my email address as appropriate for electronic service in a pleading or other writing under [REDACTED]**

On Jan 4, 2022, at 9:03 AM, [REDACTED] wrote:

This is an official notification from the NFL Concussion Settlement Program Claims Administrator.

The Court overseeing the NFL Concussion Settlement entered an important Notice of Elimination of Race as a Consideration in the Assessment of Neuropsychological Test Results. **You can read the Notice by clicking [HERE](#).** Clinicians in the Settlement Program were previously permitted but not required to consider a Retired Player's race in assessing his neuropsychological test results for purposes of diagnoses and awards based on dementia. Last year, two Retired Players brought legal actions challenging this practice. The NFL Parties, Class Counsel, and the attorneys for the two Players have collaboratively reached an agreement to eliminate any consideration of race in the Settlement Program. This agreement will be referred to as the "Norming Agreement." On December 30, 2021, the Court received a motion (ECF No. 11567, 12-md-2323) to approve modifications to the Class Action Settlement Agreement in order to implement those components of the Norming Agreement impacting the Class. **You can read the motion and attached exhibits (ECF No. 11567) by clicking [HERE](#).**

[REDACTED]
Law Firm Contact

BROWN GREER PLC

250 Rocketts Way

Richmond, Virginia 23231

[REDACTED]
Facsimile: (804) 521-7299

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From: [REDACTED]
To: [NFL Concussion Norming](#)
Cc: [REDACTED]
Subject: Race Norming
Date: Tuesday, January 4, 2022 2:13:54 PM

Do you know how this development will impact Players' previous diagnoses? Is there a procedure in place to request reconsideration of previous results determinations? Your assistance is greatly appreciated.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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From: [REDACTED]
To: [NFL Concussion Norming](#)
Subject: Questions
Date: Wednesday, January 5, 2022 10:17:31 AM

Good morning,

I have a couple questions regarding the new change eliminating race as a consideration in the assessment of neuropsychological test results.

- 1.) How does the change affect past claim packages? Do we need contact the neuropsychologist directly to re-score the player's exam? Does the player have to get re-examined and/or seen again in person by the neuropsychological/MAF doctor again?

Thank you,

[REDACTED]

From: [REDACTED]
To: [NFL Concussion Norming](#)
Subject: Questions (#1)
Date: Thursday, January 13, 2022 12:40:11 PM

Section 8.2 Class Counsel. Class Counsel represents and warrants, as of the Settlement Date, that: (i) it is empowered and authorized to sign on behalf of and bind the individuals for whom it has signed; and (ii) this Agreement constitutes Class Counsel's legal, valid, and binding obligation.

Who is it specifically that Class Counsel represents if not the Class Members? This says it binds the individuals for whom it has signed, and I can't conceive of this being other than the Class of retired players.

Consider, this Judge Brody, did not rule on my motion to intervene and the mediation went forward without me, it involved only Henry/Davenport & Counsel, NFL Counsel and Class Counsel, who would he have been negotiating on behalf of the class members? The release is for NFL Counsel and Class Counsel from Henry/Davenport & Counsel. Are NFL Counsel and Class Counsel not released from the class members? Does NFL Counsel and Class Counsel have any exposure to the class members?

Sincerely,

[REDACTED]



[REDACTED]

image002



Dictated but not proof read to expedite
Siri is an unforgiving transcriptionist

From: [REDACTED]
To: [NFL Concussion Norming](#)
Subject: Question (#2)
Date: Thursday, January 13, 2022 12:41:11 PM

The joint motion by the NFL and Class Counsel asks the Court to approve modifications to the Settlement Agreement which is binding upon all Class Members. Although Exhibits 2 and 3 only show modifications to the Qualifying Diagnoses, the motion references a proposed order (several times) that I've been unable to find. It doesn't appear to be appended to the motion, nor is it one of the three Exhibits. The motion states, "*Specifically, the Claims Administrator will distribute a notice to the Settlement Class and counsel representing Settlement Class Members that directs them to **this Motion and the proposed Order, both of which will be available on the Settlement Program's website.***," but it is not posted there--only the Class Notice, Motion and Exhibits 1-3 were posted to the site. Where can I find the text of the proposed order?

[REDACTED]

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From: [REDACTED]
To: [NFL Concussion Norming](#)
Subject: Question (#3)
Date: Thursday, January 13, 2022 12:42:00 PM

Section 12.5Beneficiaries. This Agreement will be binding upon the Parties and will inure to the benefit of the NFL Parties, Intervenor, Intervenor's Counsel, Class Counsel, and the Released Parties, as well as all Class Members in the Class Action Settlement Agreement. No provision in this Agreement is intended to create any other third-party beneficiary to this Agreement other than those expressly referenced in this Section 12.5. Nothing expressed or implied in this Agreement is intended to or will be construed to confer upon or give any person or entity other than the NFL Parties, Intervenor, Intervenor's Counsel, Class Counsel, the Released Parties, and Class Members in the Class Action Settlement Agreement, any right or remedy under or by reason of this Agreement.

I understand that "Parties" is defined as, "the Intervenor, Class Counsel, and NFL Parties," but taken with Section 8.2, could this possibly include Class Members whom Class Counsel represents?

Sincerely,

[REDACTED]

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From: [REDACTED]
To: [NFL Concussion Norming](#)
Subject: Question (#4)
Date: Thursday, January 13, 2022 12:43:21 PM

Section 3.1 (c) Once diagnostically accurate long-term Norms are developed, they will replace the New Method prospectively in the Settlement Program in accordance with the terms of this Agreement (as amended by the Parties if necessary), and the New Method will no longer be used.

Is it prudent to agree to implement "long-term norms" that have not yet been developed? Who will approve the long-term norms? Do they require approval by Intervenor as well as the NFL and Class Counsel?

Sincerely,

[REDACTED]

Dictated but not proof read to expedite
Siri is an unforgiving transcriptionist.

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From: [REDACTED]
To: [NFL Concussion Norming](#)
Cc: [REDACTED]
Subject: Questions regarding Notice of Elimination of Race as a Consideration in the Assessment of Neuropsychological Test Results
Date: Wednesday, January 19, 2022 11:45:23 AM

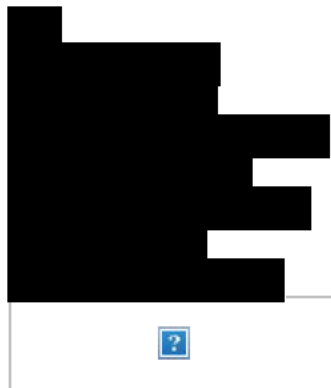
Good morning,

I have some questions about this Notice please.

First, does this only effect clients whose awards are based on BAP eval? We have some clients who received an award based on their medical records so I'm not sure it will apply to their cases.

Second, we do not have to proactively do anything at this point, correct? The clients who automatically qualify to be rescored will be notified of that new score from the Settlement Administrator?

Thanks for the help,



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From: [REDACTED]
To: [REDACTED]
Cc: [NFL Concussion Norming](#)
Subject: RE: IMPORTANT: Notice of Elimination of Race as a Consideration in the Assessment of Neuropsychological Test Results
Date: Friday, January 21, 2022 10:25:44 AM

[REDACTED]

From: [REDACTED]
Sent: Thursday, January 20, 2022 10:48 AM
To: [REDACTED]
Subject: FW: IMPORTANT: Notice of Elimination of Race as a Consideration in the Assessment of Neuropsychological Test Results

[REDACTED] – is the Exhibit attached below contain the new guidelines for the neuropsychs to follow? Or do they need to wait until the Exhibit is “finalized”? We have some players who were tested who need to have their results re-scored under the new guidelines. I am not clear whether Exhibit A has been finally approved and will be the standard from here on out. Please let me know.

[REDACTED]

----- Forwarded message -----

From: [REDACTED]
Date: Tue, Jan 4, 2022 at 12:28 PM
Subject: IMPORTANT: Notice of Elimination of Race as a Consideration in the Assessment of Neuropsychological Test Results
To: [REDACTED]

This is an official notification from the NFL Concussion Settlement Program Claims Administrator.

The Court overseeing the NFL Concussion Settlement entered an important Notice of Elimination of Race as a Consideration in the Assessment of Neuropsychological Test Results. **You can read the Notice by clicking [HERE](#).**

Clinicians in the Settlement Program were previously permitted but not required to consider a Retired Player’s race in assessing his neuropsychological test results for purposes of diagnoses and awards based on dementia. Last year, two Retired Players brought legal actions challenging this practice. The NFL Parties, Class Counsel, and the attorneys for the two Players have collaboratively reached an agreement to eliminate any consideration of race in the Settlement Program. This agreement will be referred to as the “Norming Agreement.” On December 30, 2021, the Court received a motion (ECF No. 11567, 12-md-2323) to approve modifications to the Class Action Settlement Agreement in order to implement those components of the Norming Agreement impacting the Class. **You can read the motion and attached exhibits (ECF No. 11567) by clicking [HERE](#).**

Thank you.

Claims Administrator

NFL Concussion Settlement

BROWN GREER PLC

Telephone: (855) 887-3485

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BELIEVE IT, CLAIM IT AND WORK IT OUT....

MEMORANDUM

TO: Whomever it Concerns

FROM: [REDACTED]

DATE: January 24, 2022

SUBJECT: **Improper Race-based Norms and Resulting Settlement**

It is my understanding that the new BAP Testing will be scored using Race Neutral Norms, which in turn means more money for players who need it desperately. This is good news, however, it does nothing to penalize the NFL for utilizing the biased norms in the first place.

There is mistrust between the older players and the NFL. A multi-billion dollar organization, consisting of billionaires, and billion+ dollar stadiums control the narrative. You have players who put their bodies on the line to play the game of football, yet the older players have no negotiating power at the table. Anything we get from the NFL is controlled by the NFL. When I played, the narrative was called "Institutional Discrimination".

NFL players who sue the NFL and win will not receive any money. The NFL will set up another "program", like dental or vision. Any issue they have with players results in another program controlled by them. The programs are just a ploy to deny players monetary compensation for winning lawsuits. They are hoping the older players will not be around to benefit, resulting in more money for the owners.

Bottom line—if we have a settlement in place and each player is trying his best to follow the rules, and an unexpected requirement is thrown into the mix (Race based norms), this is a breach of contract. An environment of mistrust has, also, been created.

The players won the case. Now, it is up to Judge Brody to make a decision on how she will rule. Please do not let them off the hook, when they created this situation of mistrust. They will continue to find loopholes for nonpayment of settlements or spread the payments out over an astronomical number of years. A slap on the wrist will not get their attention, or deter them from cheating again. Something has to be done to get their attention.

Thank you in advance for considering my concerns.

From: [REDACTED]
To: [NFL Concussion Norming](#)
Subject: Comment Re: Race Norming Motion
Date: Tuesday, January 25, 2022 10:45:08 AM

Please consider the following Comment to the *Motion Of The NFL Parties And Class Counsel To Approve Modifications To The NFL Concussion Settlement Agreement Pursuant To Section 6.6*. (Hereinafter, "Motion")

On ECF page 22, (pdf p.20) the Motion states:

New BAP examinations conducted under these provisions must occur within twenty-four months of the Court's Order granting this Motion to implement certain provisions of the Norming Agreement.

As an attorney who is involved with BAP scheduling, and recognizing the time it takes to obtain appointments and the unavoidable delays that sometimes occur when attending exams, (e.g., COVID) I suggest the Parties and/or the Court consider amending the language as follows:

New BAP examinations conducted under these provisions must ~~be requested occur~~ within twenty-four months of the Court's Order granting this Motion to implement certain provisions of the Norming Agreement.

Such a change is consistent with a prior BAP deadline of June 6, 2019, in that certain claimants had to have only *requested* BAP by that date. (see FAQ 52) I am also aware this date was subject to certain exceptions the Parties had informally agreed to many of which were dependent on the status of existing claims, appeals and audits. Those exceptions, for consistency, should also be included with any changes that result from this Motion and the underlying agreement.

Respectfully,

/s

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: [REDACTED]
To: [REDACTED]
Cc: [NFL Concussion Norming](#)
Subject: RE: Race Norming
Date: Wednesday, January 26, 2022 3:54:21 PM

[REDACTED]

From: [REDACTED]
Sent: Wednesday, January 26, 2022 11:12 AM
To: [REDACTED]
Subject: Race Norming

[REDACTED] – I’m reading the agreement and have a question. On page 18. “B. Expanded BAP Examinations”, the agreement states there may be an additional BAP exam is the claim was denied “because of the insufficiency of his T scores”. What does that mean? I have several players who failed their validity tests and therefore their testing was deemed insufficient to diagnose impairment one way or another. Does this section allow for a new exam for a player who failed his BAP or MAF exam for validity/effort reasons?

If not, what “insufficiency” is it referring to?

Thanks, [REDACTED]

[REDACTED]